MARRIAGE—VALIDITY—COURTS OF DOMICILE—JURISDICTION.—CUNNINGHAM V. CUNNINGHAM, 99 N. E., 845 (N. Y.).—*Held,* where citizens of New York went to another State and there contracted a marriage contrary to the laws of New York, and returned immediately to their prior domicile, the New York Courts had jurisdiction to determine the validity of the marital status under the rule that the law of the place, not where the contract was made, but where the parties have their domicile, governs. Werner, J., *dissenting.*

In England the principle is well established that the validity of a marriage must be determined by the law of the domicile of the parties and not by the *lex loci contractus. Brook v. Brook,* 9 H. L. Cas., 193; *Warrender v. Warrender,* 9 Bligh N. S., 89; *Shaw v. Gould,* L. R. 3 H. L., 55. The weight of authority in America, however, is that the *lex loci* shall control. *Blaisdell v. Bickum,* 139 Mass., 250; *Travus v. Reinhardt,* 205 U. S., 423; *Canale v. People,* 177 Ill., 219. This general rule is subject to exceptions in case the marriage is repugnant to the laws of the domicile in respect to incest, polygamy, or miscegenation. *Com. v. Lane,* 113 Mass., 458; *Hutchins v. Kimmell,* 31 Mich., 126. Another exception to the general rule is made when the mariage is performed in another State in evasion of the laws of the domicile upon the ground that it would be contrary to the public policy of the forum to recognize such marriage. *Pennegar v. State,* 87 Tenn., 244; *Johnson v. Johnson,* 57 Wash., 89. This latter exception, however, is contrary to the weight of authority in this country. *State v. Hand,* 87 Neb., 189; *Harding v. Allen,* 9 Me., 140. The facts in the principal case show that the parties left the State of New York and were married in New Jersey in evasion of the laws of New York. If the Court had given this as the reason for its decision it might be substantiated on the grounds of public policy. But the Court here follows the English rule which is contrary to the weight of authority in this country.

MASTER AND SERVANT—INJURY TO SERVANT—ASSUMPTION OF RISK.—FITZWATER V. WARREN, 99 N. E., 1042 (N. Y.).—*Held,* that where a master violated the law requiring all set screws to be guarded, a servant, though working with knowledge of that violation, did not assume the risk of injury.

An employe does not assume risks which are caused by the violation of a statute by the employer. *Davis v. Mercer Lumber Co.,* 164 Ind., 413; *contra, Marshall v. Norcross,* 191 Mass., 568. The decision in the above case seems to represent the weight of authority in all cases except those against railroads where it is consistently held that where an employe working with knowledge that the company was violating a statute, and without protest, was injured, he would be taken to have assumed the risk. Where the train is exceeding the speed limit allowed by law. *Martin v. Chicago, R. I. & P. R. R. Co.,* 118 Iowa, 148. Where the guard rails are not lawfully filled and blocked. *Gillen v. Patten & S. R. R. Co.,* 93 Me., 80. Where automatic car couplings required by statute are not used.